

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into between Habitat for Humanity of Durham, Inc. ("Habitat"), William C. Boyce Jr. ("Boyce") and the City of Durham (the "City") this the ____ day of January, 2016. Habitat, Boyce, and the City are referred to collectively as the "Parties."

WHEREAS, William C. Boyce Jr. and Sandra K. Boyce are the owners of adjoining lots located at 2401 Owen Street, and 2403 Owen Street, Durham, North Carolina ("Properties"); and

WHEREAS, the City has imposed civil penalties ("penalties") against William C. Boyce Jr. in the amount of \$43,280 arising out of his failure to bring 2401 Owen St. into compliance with the City's Housing Code in a timely manner; and

WHEREAS, penalties are owed by the violator, in this case Boyce, and unless such penalties are reduced to judgment are not a lien on the Property; and

WHEREAS, Boyce desires to convey the Properties to Habitat on the condition that he is relieved of the civil penalty debt referenced above, and the city's removal of trash and undergrowth liens referenced below; and

WHEREAS, Habitat has offered to pay \$5,000 in satisfaction of Boyce's penalties and build affordable housing on the Properties; and

WHEREAS, the City agrees to cancel the existing removal of trash and undergrowth liens attached to 2401 Owen Street upon proof that Boyce conveyed this Property to Habitat, and Habitat builds affordable housing and obtains a certificate of compliance; and

WHEREAS, the City agrees to cancel the existing removal of trash and undergrowth liens attached to 2403 Owen Street upon proof that Boyce conveyed this Property to Habitat, and Habitat builds affordable housing and obtains a certificate of compliance; and

WHEREAS, the Parties now wish to settle the City's claims for civil penalties, and delinquent trash and undergrowth cleanup liens on the terms set forth herein, and to create certain enforceable obligations going forward;

THEREFORE, the Parties agree as follows:

1. Payment. Habitat will pay the City the total amount of \$5,000.00 (the "Payment") within 30 days of the date of this Agreement, or within 30 days after Boyce conveys the Property located at 2401 Owen Street to Habitat, whichever is later.
2. Cancellation of Civil Penalties. Upon sufficient proof that Boyce has conveyed the Property located at 2401 Owen Street to Habitat, and receipt of the Payment, the City will:

- a. Cancel all civil penalties imposed by Neighborhood Improvement Services (“NIS”) against Boyce related to the Property at 2401 Owen Street that were incurred prior to the date of this settlement agreement.
3. Cancellation of Removal of Trash and Undergrowth Liens- 2401 Owen St.
The City shall cancel the existing removal of trash and undergrowth liens attached to the Property located at 2401 Owen Street, in the amount of \$2,880.94, upon proof that Boyce conveyed the Property to Habitat, and Habitat builds affordable housing on the Property and obtains a certificate of compliance.
4. Cancellation of Removal of Trash and Undergrowth Liens- 2403 Owen St.
The City shall cancel the existing removal of trash and undergrowth liens attached to the Property located at 2403 Owen Street, in the amount of \$2,935.22, upon proof that Boyce conveyed the Property to Habitat, and Habitat builds affordable housing on the Property and obtains a certificate of compliance.
5. Affordable Housing project. Habitat promises to build affordable housing on the Properties within a reasonable time.
6. Compliance with Durham Housing Code. Habitat acknowledges its obligation to comply with the City of Durham Housing Code, Removal of Trash and Undergrowth from Property Code, and any other laws regulating conditions on the Properties. Habitat agrees to provide City with access to the Properties for purposes of conducting inspections.
7. No intent to limit enforcement power. Nothing in this Agreement is intended to limit the power of the City of Durham to enforce its Housing Code, Trash and Undergrowth laws, or other law with respect to violations occurring after the date of this Agreement, or to limit the rights of Habitat to the City’s timely compliance with all applicable notice.
8. North Carolina Law. This Agreement is governed by North Carolina law.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first above written.

William C. Boyce Jr. (SEAL)

State of _____

INDIVIDUAL ACKNOWLEDGMENT

County of _____

I, a notary public in and for the aforesaid county and state, certify that William C. Boyce Jr. personally appeared before me this day and acknowledged the execution, under seal, of the foregoing settlement agreement with the City of Durham and Habitat for Humanity of Durham, Inc. This the _____ day of _____, 20_____.

My commission expires:

Notary Public

Habitat for Humanity of Durham, Inc.

By: _____
A. Blake Strayhorn, President/ Executive
Director

CITY OF DURHAM, NORTH CAROLINA

By: _____
Thomas J. Bonfield, City Manager